

Exhibit B

Scope of Work

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Disaster Debris Removal Services

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Town of Windermere is seeking to contract with qualified Contractor(s) to provide all labor, materials, personnel and equipment needed to conduct disaster debris removal services in the Towns Rights-of-Way, facility grounds and/or any other areas deemed necessary within the Town. Due to the urgency and level of service required following a disaster event, the Town seeks proposals from qualified Contractor(s) with sufficient experience in the specialized management of disaster response for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes related to a natural disaster or man-made event impacting the Town as a result but not limited to, tornadoes, wind storms, tropical storms, hurricanes.

TOWN'S RIGHT TO INSPECT

The Town or its authorized agent shall have the right to inspect the Contractor's files to determine status of work on the project.

TERMS AND CONDITIONS OF CONTRACT

The Town has developed standard contract/agreements. The Contractor shall be required to return a signed standard Town contract/agreement contained within the RFP with your submittal.

A contract/agreement resulting from this RFP shall be subject to the terms and conditions set forth in a standard Town contract and any terms and conditions included in the RFP. The Town reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the Town. The Town will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor(s) with their submittal until approved by the Council.

GENERAL

1. **License/Certification:** Bidder must list on the Price Sheet their current occupational license (business tax receipt) for the municipality in which they are registered, professional license, and any other authorizations inclusive of the Federal Emergency Management Agency (FEMA) certifications necessary to carry out and preform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. The lowest, most responsive bidder(s) shall submit copies of all licenses/certifications listed within five (5) business days' notice.

2. **Pre-Event Coordination Meeting:** The Successful Contractor(s) may be required to attend an annual pre-hurricane season kickoff meeting with the Town and its debris monitoring firm(s) at no cost to the Town.
3. **Maintenance of Traffic:** Contractor will be responsible for all traffic control per FDOT specifications. If any work that requires M.O.T. is done on Town owned roadways, a M.O.T. certified employee will be required on site.
4. **Compliance:** When appropriate, the Contractor(s) shall comply with the most current revision of A.N.S.I. Z-133.1 and A300, Standard for Tree Care Operations for pruning, trimming, and removal of trees.
5. **Communication:** The Contractor(s) staff working on site shall be equipped with a cell phone or smart phone; cell phone and smart phone numbers must be kept up to date and any changes must be IMMEDIATELY communicated to the Town Public Works Department for distribution to Town departments. The Contractor(s) owner/authorized representative must be equipped with the technology capable of receiving email outside of the office.
6. **Hourly Rates:** For the purpose of the Qualification, and all hourly rates for cutting and removal services shall be based on a minimum THREE (3) person crew and shall be PER CREW HOUR. If Contractor chooses to provide additional staff to their crew, the rate SHALL NOT change.
 - In the case of hourly rates, time starts when the Contractor arrives and begins working at the site; **Town of Windermere will not pay ANY travel charges**, including fuel surcharges, during the course of this agreement.
7. **Work Hours:** The Contractor(s) shall conduct those debris removal operations that generate noise levels above that normally associated with the routine traffic flow, during daylight hours only. Work may be performed seven days (7) per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Town and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.
8. **Response Time:** The Contractor(s) will be required to respond within two (2) hours of a Town declared event. The Contractor shall be able to provide at least three separate three-man crews with cutting and clearing equipment able to respond to at least three separate locations at the same time in the Town. Anticipated needs will be for rights of way “cut and toss” cutting and clearing services, and possible loading and hauling services.
 - The Contractor(s) shall prioritize work as “first priority” for the Town above all other jobs.

- If the primary Contractor cannot meet the above time frames, or if the event warrants additional resources to fulfill the Town's needs, the secondary Contractor will be contacted. Repeated failure to meet the time frames as listed may result in the contract termination.
9. **Site Clean Up:** The Awarded Contractor shall clean up the site to include removal and disposal of all debris at the end of each day's operation unless otherwise approved by the Town. Contractor shall remove sawdust, small twigs, chips, leaves, trunks, and limbs from the street, parking lot, and sidewalks. All sites are to be restored to equal or better pre-work condition prior to the storm event. Contractor is responsible for the Solid Waste disposal fees or other governmental/municipal fees.
 10. **Invoice Requirements:** Invoices must include sufficient documentation (e.g. equipment used, hours worked, work location with street address and/or GPS coordinates, equipment number, cubic yards) to support the payment requested by the Contractor. All documentation necessary for the processing reimbursement by the federal reimbursement agencies such as the Federal Emergency Management Agency (FEMA), Federal Highway Administration Emergency Relief (FHWA-ER), and the National Resource Conservation Service (NRCS), is to be supplied with each invoice or payment will be withheld until receipt of said documentation. The Contractor shall comply with any invoicing or reporting requirements specified by FEMA or any other federal or state reimbursing agency. The Contractor shall invoice the Town separately for debris removal costs associated with the various reimbursing agencies. Invoices will be submitted in electronic format and hard copy. All payment provisions will be based on unit prices with the exception of work as specified as "cut and toss" cutting and clearing of the public rights of way. Contractor will not be paid for the removal, transportation, storage, reduction, and/or disposal of any material, vegetation and construction as may be determined by the Town and/or government as ineligible debris and/or not legitimate.
 11. **Reports:** Contractor shall supply and submit periodic written reports to the Town as requested or required, detailing the progress of the debris removal and disposal. These reports may include, but not limited to:
 - a. **Daily Reports** - Daily reports shall detail the locations where passes for the debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of the personnel crews engaged in the debris management operations, and the hours of equipment in operation. The reports will be segregated by the debris removal work associated with the responsible reimbursing agency, e.g. FEMA, FHWA, NRCS. Contractor shall also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as maybe required to completely

describe the daily conduct of Contractor's operation. Contractor shall also maintain hazardous waste reports.

b. Debris Reporting Tickets – The Contractor shall provide serialized debris reporting tickets for each load of debris. These tickets shall be used as the basis of any electronic generated billing and/or reports. Each debris reporting ticket shall contain all of the following, or no payment will be issued for that ticket.

- Loading location with an exact street address or GPS coordinates
- Percentage estimate of the debris load
- Truck number and certified capacity
- Driver name
- Contractor and subcontractor
- Date
- Time of departure from loading location
- Time of arrival at the disposal site (temporary if utilized and final)
- Type of debris
- Pass classification

The time of departure and time of arrival must be on the same day. No payment will be issued for pre-loading of debris. No altered ticket will be acceptable for payment. All debris removal tickets shall be provided in an electronic database on a searchable format along with hard copies.

c. Role and Responsibility of Debris Monitoring Consultant – The Town may employ the services of a debris monitoring consultant to provide oversight of the Contractor's operations. In this capacity, the consultant acts as the Town's agent and has the authority to act on its behalf, including direction to the Contractor on all operational, reporting and administrative matters.

SCOPE OF WORK

Solicitation of Qualified firms to provide for the removal of all debris and disposal management services in accordance with all applicable federal, state and local laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Public Works Director or their agent. Work shall include the clearing and removing of any and all eligible debris as the most currently defined (at the time of the event) by the Public Assistance grant program guidelines of the Federal Emergency Management Agency (FEMA). Eligible also includes meeting any changes on definition, rules or requirements regarding debris removal reimbursement as stipulate by FEMA during the course of a

debris removal project. The aforementioned definition of “Eligible” applies to all uses throughout this RFP. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to Town approved temporary Debris Management Site(s) (DMS) or Contractor owned, leased or managed permitted Final Disposal/Destination Site. Debris not defined as eligible by FEMA will not be loaded, hauled, dumped or reimbursed under this contract unless written instructions are given to the Contractor by the Town Public Works Director or agent designee. It shall be the Contractor’s responsibility to load, transport, reduce and properly dispose of any ad all disaster generated debris which is the result of the event under which the Contractor and the Town have contracted under this RFP, unless otherwise directed by the Town Public Works Director or agent designee, in writing. This includes, but not limited to:

a. Emergency Road Clearing

At the request of the Town, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from the Town roadways, as know as “Cut and Toss” to make them passable immediately following the declared disaster event. All roadways designated by the Public Works Director or agent designee shall be clear and passable within 60 working hours of from the time of the event has reached winds less than 40 MPH. The Town may wish to extend the Contractors’ 60-hour limit through a written request. The Contractor shall assist the Town and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas/roads worked. Services preformed under this Contract element will be compensated using Hourly Labor and Equipment Price Schedule.

b. Rights of Way Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the Town ROW to a Town approved temporary DMS or Contractor Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. For the purpose of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with the loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
2. Removal of Eligible vegetative debris existing in the Town will be preformed as identified by the Public Works Director or their agent designee.
3. Once the debris removal vehicle has been issued a load ticket from the Town or authorized agent, the debris removal vehicle will proceed immediately to a temporary DMS or Contractor Final Disposal/Destination Site.
4. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Town or authorized agent.
5. Entry onto private property for the removal of eligible vegetation that possess an immediate threat to life, public health and safety and general

welfare to the public, will only be permitted when directed to do so by the Town.

6. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
7. The Contractor must provide traffic control as conditions require or as directed by the Town or authorized agent.

c. Stump Grinding/Removal

- a. All tree stumps and major roots projecting through or appearing at the surface must be removed at least six inches (6") below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered.
- b. Holes created by the stump and root grinding must be filled, graded and compacted with soil the same day. Contractor shall use material similar to that found in the hole and surrounding tree base, approved as acceptable by the Town.
- c. Before filling holes, all routing chips and debris shall be removed from the hole and hauled from the site.
- d. Clean up the site to include removal and disposal of all debris at the end of the each days' operations; see Site Clean Up specification above.